

ARS □ CSREES □ ERS □ NASS

Policies and Procedures

Title: Volunteer Community Service

Number: 415.9

Date: 8/16/93

Originating Office: Personnel Division
Personnel Policy and Systems Branch

This Replaces:

Distribution: Headquarters, Areas, and Locations

This DIRECTIVE provides guidance on approving requests from ARS employees to provide community service during hours of scheduled work (e.g., tutoring on computer usage or teaching a biology section at public/private schools.)

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1. REFERENCES

For policy on leave administration, see DIRECTIVE 402.6;

For instructions on memoranda of understanding see, DIRECTIVE 283.1.

2. ABBREVIATIONS

- AAO - Area Administrative Office
- CAD - Contracting and Assistance Division
- EO - Executive Order
- FPM - Federal Personnel Manual
- GAMS - Grants and Agreements Management Staff, CAD
- HQ - Headquarters
- LAO - Location Administrative Officer
- LWOP - Leave Without Pay
- MOU - Memorandum of Understanding
- PAO - Procurement/Assistance Officer

3. AUTHORITIES

EO 12729

FPM Letter 992-1

USDA Personnel Letter 992-1

4. POLICY

It is ARS policy to encourage the establishment of partnerships with communities or schools of our choice in all geographic areas where aid can be provided that supports the ARS mission. The community service must be performed in the community or school, and the ARS participant must have access to the facilities involved during normal business hours.

5. DELEGATIONS OF AUTHORITY

Authority for the approval of up to 10 hours of administrative leave per pay period

is delegated to the Area Administrative Officers and Staff/Division Directors or to Office Heads in Headquarters for those instances cited in Section 7 under paragraph **Administrative Leave** below. By written authorization this authority may be redelegated as far as the first line supervisory level.

6. RESPONSIBILITIES

Supervisors are responsible for:

- Assuring that the MOU's are approved prior to the employee's participation as volunteers.
- Controlling the timing and amount of leave granted and/or work schedule adjustments made for these purposes.
- Monitoring the amount of time given to this program.
- Seeing that there is no adverse impact on the mission of the Agency.

Employees are responsible for:

- Initiating the MOU.
- Conducting themselves in a manner that brings credit to the Agency and the Federal Government.
- Ensuring there is no adverse impact on the mission of the Agency.

LAOs at Location Level, PAOs at Area level, Staff/Division Directors or Office Heads in Headquarters are responsible for:

- Providing guidance to employees.
- Approving and reevaluating MOU's using the format in Exhibit 1.

7. WORKING HOURS AND LEAVE SCHEDULING

Working Hours: When permitted by supervisors, ARS employees may adjust their working hours to accommodate this volunteer activity. For example, if a science fair is to be held between 4 p.m. and 6 p.m. on a given day, an employee, before the start of the pay period, could adjust his/her working hours to be free during this time.

Annual Leave: When employees request annual leave to perform volunteer service, supervisors or authorizing officials should be as accommodating as possible in reviewing and approving such requests consistent with the guidance contained in DIRECTIVE 402.6.

Leave Without Pay: At the discretion of the supervisor or authorizing official, LWOP may be granted to employees who wish to engage in such activities during normal working hours.

Administrative Leave: Supervisors and management officials should exercise careful judgment in reviewing requests by employees for this type of leave. The granting of such leave should be limited to those situations in which the employee's service satisfies one or more of the following criteria:

- Is directly related to the Agency's mission.
- Is officially sponsored or sanctioned by the Department, e.g., fitness day.
- Will clearly enhance the professional development or skills of the employee in his/her current position.

8. LIMITATIONS

A limitation of 2 hours per week is appropriate in most situations, though each case should be decided on its own merits. For example, if tutoring sessions are for 1 hour each week and travel time of 30 minutes each way is involved, more than 2 hours per pay period may be necessary and reasonable.

The MOU must be evaluated by the authorizing officials at the end of every fiscal term for school situations. If it is his/her desire to continue in the program, a new MOU must be executed.

9. PROCEDURE

Employee:

- Prepares the MOU. If additional guidance is needed in the preparation of the MOU, refer to DIRECTIVE 283.1.
- Obtains the signature of the LAO, PAO, or the Staff/Division Director or Office Head.
- Obtains the counter signature of the community or school representative.
- Forwards the MOU to the AAO if in a field location; to the Chief, GAMS/CAD, if a HQ employee.

AAO or GAMS/CAD

- Maintains the files and disposes of them 3 years after the MOU has been terminated.

Jane L. Giles
Deputy Administrator
Administrative Management

Exhibit 1
Standard Memorandum of Understanding

(Sample of a Memorandum of Understanding)

STANDARD MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
(Agency Unit)

AND

I. PARTIES

The parties to this Memorandum of Understanding (MOU) are (Agency Unit) and _____.

II. OBJECTIVES

The objectives of this MOU are to provide a coordinated effort between (Agency Unit) and _____ by promoting agriculture, conservation, and food science education and to encourage youth to consider careers in USDA.

III. RESPONSIBILITIES

In fulfilling the objectives of this MOU, the parties agree, in accordance with legal requirements, to participate and be responsible for the following activities:

(Name of the Agency) will:

(1)

(2) etc.

(Name of the Community/School) will:

(1)

(2) etc.

IV. COSTS

Nothing herein shall be construed as requiring the (Name of the Agency) or the (Name of the Community/School) to expend funds on behalf of the purpose, objectives, and responsibilities set forth in this MOU except as stated in the MOU or agreed to in writing by the signatories or the organizations they represent. All expenditures by (Name of the Agency) are subject to the availability of appropriations.

V. LIABILITY

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the offices, employees, and agents thereof.

VI. EFFECTIVE DATE

This MOU shall become effective on the date of signature and shall remain in effect unless amended or extended any time by mutual written agreement. The MOU may be terminated at any time by either party upon 60 days notice to the other party.

(Name of Agency):

(Agency Representative) _____
Title Date

(Name of Community/School):

(Community/School Representative) _____
Title Date